

PB# 74-4

John Petro

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File with
T.C. 10:15 AM
2-14-74



GENERAL RECEIPT

Town of New Windsor, N. Y.

Nº 1779

Received of John A. Petros February 14, 1974
One Hundred and no/100 \$ 100.00
For Riley Road - 2 lot subdivision Dollars
DISTRIBUTION

FUND	CODE	AMOUNT

Town Clerk
TITLE
BY Julia M. Tuckod (jr)

**RETAKE
OF
PREVIOUS
DOCUMENT**

The price is THREE THOUSAND and 00/100ths - - - - -

1123—Contract for Property

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

This Agreement,

Made and dated this fourteenth day of December,

in the year One thousand nine hundred and seventy-seven,

BETWEEN CHARLES CATANZARO, residing at Susan Drive West, Town of Newburgh, County of Orange and State of New York; and FREDERICK R. PAGLEN, residing at Browns Road (no street number), Town of Newburgh, County of Orange and State of New York,

hereinafter described as the seller, and D. R. GROVES and PATRICIA A. GROVES, his wife, both residing at R. D. #2, Riley Road (no street number), in the Town of New Windsor, County of Orange and State of New York, as tenants by the entirety;

hereinafter described as the purchaser,

WITNESSETH:

THAT the seller agrees to sell and convey, and the purchaser agrees to purchase:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the division line between the lands now or formerly of Torielli (reputed owner) on the west and the parcel herein described on the east, said point being North 83° 18' 30" East 150.00 feet from a point on the easterly line of the existing Riley Road; thence, from said point of beginning and along the last mentioned division line, and the division line between the lands now or formerly of Rogers (reputed owner) on the west and the parcel herein described on the east, North 6° 05' 00" West 300.00 feet to a point on the division line between the lands of Groves (reputed owner) on the north and the parcel herein described on the south; thence, along the last mentioned division line, North 83° 18' 30" East 250.00 feet more or less to a point on the division line between the lands of the New York State Thruway (reputed owner) on the east and the parcel herein described on the west; thence, along the last mentioned division line the following courses and distances: South 5° 58' 00" West, 152.10 feet; South 17° 32' 00" West, 29.20 feet, South 7° 14' 00" West, 90.00 feet to a point; thence through the lands of the grantor herein, South 71° 53' 38" West 189.97 feet more or less to the point or place of beginning, containing 1.40 acres of land, more or less.

BEING a portion of the lands heretofore conveyed by John A. Petro to Charles Catanzaro and Frederick R. Paglen by deed dated December 18, 1975 and recorded in the Orange County Clerk's Office in Liber 2025 of Deeds at page 340 on December 19, 1975.

*The deed shall be delivered upon the receipt of said payments, at the office of **Jerald Fiedelholtz, P.C., 270 Quassaick Avenue, New Windsor, New York,***

*at **2:00** o'clock in the **after noon,** on or before **January 15,** **19 77***

*The deed shall be the usual **Bargain & Sale w/covenants** deed in proper statutory short form for record, and shall contain the clause specified in Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of said premises, free of all encumbrances, except as herein stated.*

If a purchase money mortgage is to be given in this transaction, it shall be drawn by the attorney for the seller and the recording fees and mortgage tax, the cost of the United States Internal Revenue stamps, if any, and the charge for drawing the Bond and Mortgage shall be paid by the purchaser.

All buildings on the premises are represented as owned by the seller and are included in the sale. All plumbing, heating, lighting fixtures (except portable lamps and stoves), shades, screens, blinds, awnings, shrubbery and plants are also included in the sale.

Rents, taxes, water rates, interest on mortgages and fire insurance premiums, if any, are to be apportioned.

If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last meter reading.

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises, are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The risk of loss or damage to said premises by fire until the delivery of the deed, is assumed by the seller.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any.

The stipulations herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

The seller agrees that Paul P. Capicchioni
brought about this sale and agrees to pay the broker's commission of Three Hundred (\$300.00)
----- *Dollars therefor.*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals (or caused these presents to be subscribed by a duly authorized officer and its corporate seal affixed) the day and year first above written.

IN PRESENCE OF

<i>Charles Catanzaro</i>	<i>L.S.</i>
<i>Frederick R. Paglen</i>	<i>L.S.</i>
<i>D. B. Groves</i>	<i>L.S.</i>
<i>Patricia A. Groves</i>	<i>L.S.</i>
	<i>L.S.</i>

CL

FO

Dated,

Title to Close

$$\left. \begin{array}{l} \text{---} \\ \text{---} \\ \text{---} \end{array} \right\} \text{ss.}:$$

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

$$\left. \begin{array}{l} \text{ } \\ \text{ } \end{array} \right\} \text{ss.}:$$

On the day of , nineteen hundred and

before me came to me known, who,

being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in, and which executed the foregoing instrument; that he knows the seal of

said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by

order of the board of of said corporation; and that he

signed h name thereto by like order.

Should produce all insurance policies and duplicates if +

AT THE CLOSING OF THIS TITLE THE SELLER

Should produce all insurance policies, and duplicates, if the same are in his possession, or a memorandum thereof, if held by others; also produce the tax and water receipts of the current year and any leases, deeds, or agreements.

If water meter is on premises, it should be read and bill therefore produced.

If there is a mortgage on the premises to be conveyed, the receipts should be produced showing to what date the interest has been paid, and if the principal has been reduced, showing that fact.

THE PURCHASER

Should be prepared with money or a certified check drawn to his own order. The check may be certified for an approximate amount and money may be provided for the balance of the settlement.

Contract

FOR PROPERTY

to

Dated,

19

Title to Close

19

Date

1/31/74

Application No.

74-4

APPLICATION FOR SUBDIVISION APPROVAL

Town of New Windsor, 555 Union Avenue, Orange County, N.Y.

Tel: 565-8908

Application is hereby made for subdivision of lands situated in the Town of New Windsor and described as follows:

1. Name of subdivision

2. Location

RILEY Rd

3. Acreage

3.7

4. Number of lots

2

5. Zone

RA

6. Name & address of subdivider

JOHN A PETRO

8

PARK Hill Dr

NEW WINDSOR

12550

7. Name & address of record owner of land

JOHN A PETRO

8. Present and intended uses

Build Two Homes

The undersigned applies for subdivision approval of the above described lands under the rules and procedure of the "Land Subdivision Regulations of the Town of New Windsor" as duly authorized by the Town Board of New Windsor, New York. Upon approval of the Preliminary Layout of said subdivision the applicant agrees to install such utilities as are required and to complete the streets as finally approved by the Planning Board or in lieu of this to post a performance bond as set forth and provided in the "Land Subdivision Regulations". Copies of the Preliminary Layout are hereby attached.

Compliance with requirements shall be the sole responsibility of the applicant or his representative and it is suggested a copy of the Subdivision Regulations be obtained to avoid rejection of the plans. Seven (7) copies of the plans are required.

Fees are due and payable upon submission of the preliminary plans. All checks are to be made payable to the Town of New Windsor.

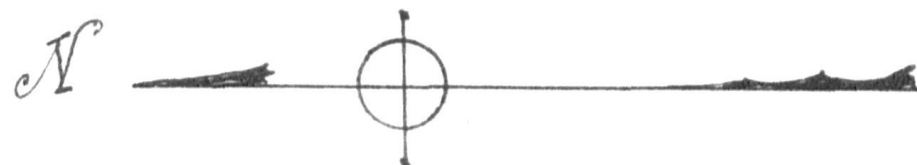
Signature of applicant

John A. Petro

Adopted 10/5/70

Adjunct ?
2/13/73

SURVEY OF LANDS OF Charles F. Gibb
TOWN OF NEW WINDSOR
Orange County- N.Y.



By Theodore Jargstorff, L.L.C.
 JUNE 8th 1971
 Revised: Jan. 20, 1974

{Scale- 1" = 60 Feet}



Certified to The Chicago Title Insurance Co
 and John Petro, that this survey is accurate
 and that there are no visible encroachments
 as per conditions represented.
 By Theodore Jargstorff LS #11241-NYS
 Updated 1/28/74 6/8/71

